

Win an Epiphone Hummingbird PRO during the month of August 2019! Visit Epiphone.com to enter to win! Winners will be randomly selected September 1, 2019.

(United States)

1. **NO PURCHASE NECESSARY TO ENTER SWEEPSTAKES OR WIN A PRIZE.** BUYING WILL NOT HELP YOU WIN. YOUR CHANCES OF WINNING WITHOUT MAKING A PURCHASE ARE THE SAME AS THE CHANCES OF SOMEONE WHO PURCHASES SOMETHING. IT IS ILLEGAL TO GIVE ADVANTAGE TO BUYERS IN A SWEEPSTAKES.
2. **Entry Period:** The “**Epiphone August 2019 Giveaway**” Sweepstakes (the “Promotion”) commences at 12:00:01 PM (CST) on August 1, 2019 and ends at 11:59:59 PM (CST) on August 31, 2019. All entries must be received by 11:59:59 (CST) on August 31, 2019 (“Deadline”). Gibson Brands, Inc. (hereinafter referred to as “Sponsor”), at its own discretion, may extend the period of time for the submittal of entries. Any extension of time for the submittal of entries will be posted on the Promotion webpage at www.epiphone.com.
3. **Eligibility:** The Promotion is open to all legal residents of the United States and the District of Columbia, except where prohibited, who are above the age of 18 years old or the age of majority in the jurisdiction of residence at the time of entry, whichever is greater (“Entrant”). Employees of Sponsor or their immediate families, or anyone whom has won a Gibson sponsored Promotion in the preceding 12 months are not eligible to be entered into the Promotion. Immediate family includes parents, spouse, children, siblings, grandparents, step-parents, step-children, and step-siblings. By participating in the Promotion, Entrants agree to be bound by these Official Promotion Rules, release Sponsor and any affiliates against all claims, injuries, or damage arising out of any participation in these Promotion and redemption of the prize, and acknowledge compliance with these Official Promotion Rules.
4. **Promotion Overview and Prize Information:** One (1) Potential Winner (“Winner”) will be chosen by Sponsor on September 1, 2019 at 09:00:00 AM CST. The Winner will receive one (1) Epiphone Hummingbird PRO. The Potential Winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited), which must be received by Sponsor within ten (10) days after the Release is emailed to Potential Winner. If any Potential Winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such Potential Winner, such Potential Winner may be disqualified and an alternate may be selected. A Potential Winner is not a confirmed Winner until he or she has returned all required documentation and his/her eligibility has been verified by Sponsor. Non-compliance shall result in disqualification and award of the prize to an alternate Winner.

No substitution or transfer of prize will be accepted without Sponsor’s approval or where required by law. Sponsor may reward alternate prize of equal or greater value if the main components of prize become unavailable. Prize is not redeemable for cash. Winner will receive an IRS 1099 form reflecting the fair market value of the prize. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.).

Total estimated retail value of each prize:

Epiphone Guitar: \$615.00 (includes case)

Odds of winning depend on total number of eligible entrants received during the Promotion period.

5. **How to Enter:** To enter the “Epiphone August 2019 Giveaway” Promotion, Entrants will be required to enter through the entry form on Epiphone.com. Follow the on-screen instructions to complete and thereafter transmit the official online entry form, which includes: your full, legal name, address, and valid e-mail address. Entrant must be the registered subscriber of the email account from which the entry is made. Potential winner may be required to provide Sponsor with proof that he/she is the registered account holder for the e-mail address associated with the potentially winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

Entries may only be submitted by a single Entrant. Group Entries will not be accepted. Only one (1) individual may be considered to have produced and submitted the Entry. Only one (1) e-mail account per Entrant will be eligible to win. Any Entrant found to use multiple accounts will be disqualified. Subsequent attempts made by the same individual to submit multiple entries by using multiple accounts or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion, at Sponsor's sole and absolute discretion. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Each entry submitted in this Promotion is referred to as an "Entry".

In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the registered account holder of the e-mail address associated with the potentially winning entrant, but only if that person meets all other eligibility criteria or if that person is the approving parent or legal guardian of a minor participant who meets all of the eligibility criteria. A registered account holder is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any damage made to the Web Site will be the responsibility of the registered account holder of the e-mail address submitted at the time of entry.

6. **Determination of Winners:** Random drawings from all eligible entries received in accordance with these Official Rules will be conducted approximately on or about September 1, 2019. One (1) Winner will be chosen by random drawing from all eligible entries received. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Promotion, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.

Winner will be notified by email on or before September 1, 2019 at 12:00 AM CST. Prize shall be shipped to Winner from Sponsor at Sponsor's expense. All entries must be received by the Deadline to be eligible to win a prize.

Sponsor will make two (2) attempts to notify the potential Winner. Winner must respond within 24 hours of drawing or the prizewinner will be disqualified, the prize will be forfeited, and an alternate potential winner may be selected at random.

The Winner is solely responsible for all federal, state, and local taxes and other costs pertaining to the awarded prize.

If any Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the Winner declines a prize for any reason prior to award, such Winner may be disqualified, and an alternate Winner may be selected. If, for any reason, more eligible Winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the Winners, or remaining Winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

- 7. Technical Limitation of Liability:** To the extent permitted by applicable law, neither Sponsor nor any of its respective parents, subsidiaries, affiliates, advertising and promotion agencies, legal and financial advisors, any and all companies associated with this Promotion nor any of their respective officers, directors, shareholders, agents, licensees, licensors and employees, nor any Internet access providers (collectively "Released Parties") (except where due to the negligence, breach of these Rules or other default of a Released Party) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access the Promotion Site or other sites, for problems uploading any Entries or downloading any Promotion-related materials from the Promotion Site, or for late Entries not received within the stipulated date and time, lost, damaged, misdirected, incorrect, incomplete, delayed, garbled, stolen or inaccurate Entries or for any other problems or errors related to the Promotion.

By entering their name into the Promotion, Entrants agree to be bound by these Official Promotion Rules and to release and hold harmless Sponsor and its respective subsidiary or affiliated companies from and against any and all claims or actions of any kind, whether under contract, tort, or any other legal theory, and agree to indemnify Sponsor against any liability or expense arising in connection with the foregoing. Sponsor reserves the right to cancel, suspend or modify the Promotion or any part of it, within its sole discretion.

Except where prohibited by law, by entering the Promotion, Entrants also authorize Sponsor to use their voice, likeness, photograph, video, biographical data, and city and state of residence, submission/entry and written or oral statements in promotional material without compensation. Entrant shall have no right of approval, no claim to compensation, and no claim (including without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alternation, or use in composite form of your name, picture likeness, address (city and state) email address, biographical information, or entry. The rights granted under this paragraph shall extend to Sponsor and its affiliated companies with respect to all Entrants in the Promotion, including those Entrants who are selected as Winner and those Entrants who are not selected as Winner. Sponsor is under no obligation to use the winning Entries for any purpose.

- 8. Privacy.** As a condition of entering the Promotion, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list. The personal information you submit will only be used to contact you in the event you win the Promotion or if there is a question or issue regarding your entry. We will not disclose, give, sell or transfer any personal information about you, unless required for law enforcement or by statute.

- 9. Request for Winners:** For the name of the Grand Prize Winners and/or Official Promotion Rules, please send a self-addressed stamped envelope to:

Epiphone (a brand of Gibson Brands, Inc.)
Attn: Epiphone Contest
1510 Elm Hill Pike, Suite 212
Nashville, TN 37210

All requests for Official Promotion Rules must be made by August 31st, 2025. The Winners list will be available until August 31st, 2025.

- 10. Sponsor:** The “Epiphone August 2019 Giveaway” Promotion is sponsored by Epiphone, a brand of Gibson Brands, Inc., 1510 Elm Hill Pike Nashville, TN 37210.
- 11. Disputes:** Except where prohibited, Entrant agrees that; (1) any dispute regarding this Promotion shall be resolved individually, without resort to a class action, and exclusively in Tennessee; (2) any claims, awards, judgments shall be limited to actual out of pocket costs incurred, but in no event, attorneys’ fees; and (3) Entrant waives any punitive, incidental or consequential damages. The rules hereunder shall be interpreted under the laws of Tennessee, USA.
- 12. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the Web Site and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.